

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF 167 MASSACHUSETTS AVENUE
ASSOCIATES AS REDEVELOPER OF 161 AND 167 MASSACHUSETTS
AVENUE IN THE FENWAY URBAN RENEWAL AREA MASS. PROJECT
NO. R-115; AUTHORIZATION TO EXECUTE LAND DISPOSITION
AGREEMENT AND DEED.

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of projects in Urban Renewal Areas created with financial assistance under Title I of the Housing Act of 1949, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, the Authority is cognizant of the restrictions on land use set forth in the Fenway Urban Renewal Plan, as adopted by the Boston Redevelopment Authority on November 24, 1965 and approved by the City Council of the City of Boston on December 20, 1965, as amended; and

WHEREAS, the Authority has determined that the plans for the development of said Parcel by 167 Massachusetts Avenue Associates, as submitted and reviewed by the Authority's staff, conform to the Fenway Urban Renewal Plan, as amended; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment;

NOW, THEREFORE BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That 167 Massachusetts Avenue Associates be and hereby is finally designated as Redeveloper of 161 and 167 Massachusetts Avenue in the Fenway Urban Renewal Area, Mass. Project No. 115.
2. That it is hereby determined that 167 Massachusetts Avenue Associates possesses the requisite qualifications and financial resources to develop 161 and 167 Massachusetts Avenue.
3. That all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment.
4. That the proposed development by 167 Massachusetts Avenue Associates of 161 and 167 Massachusetts Avenue in the Fenway Urban Renewal Area conforms in all respects with said Urban Renewal Plan, as amended.

5. That the final Rehabilitation Proposal submitted by 167 Massachusetts Avenue Associates conforms in all respects to the Fenway Urban Renewal Plan, as amended, and that said final Rehabilitation Proposal be and hereby is approved.
6. That the Director be and hereby is authorized, for and in behalf of the Authority, to execute a Land Disposition Agreement with and a Deed conveying 167 Massachusetts Avenue to 167 Massachusetts Avenue Associates, said Agreement and Deed to be in the Authority's usual form with such changes thereto as the Director may deem necessary and appropriate.
7. That the Secretary of the Authority is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(e) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure".

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

TRIAL COURT
SUPERIOR COURT DEPARTMENT
C.A. 17954

ARNOLD Z. MASON,

Plaintiff

vs.

BOSTON REDEVELOPMENT AUTHORITY,
ET AL,

Defendants

STIPULATION AND AGREEMENT

The undersigned parties enter into this STIPULATION AND AGREEMENT with respect to the disposition of the claims of the plaintiff against the defendant in this action, solely for the purpose of this action, and for no other purpose.

1. The term "plaintiff" as used in this STIPULATION AND AGREEMENT shall mean Arnold Z. Mason.

2. The term "defendant" as used in this STIPULATION AND AGREEMENT shall mean the Boston Redevelopment Authority.

3. Upon the approval of this STIPULATION AND AGREEMENT by the Court, this STIPULATION AND AGREEMENT shall have the force and effect of an Order of the Court.

4. Contemporaneous with the conveyance of 167 Massachusetts Avenue, as contemplated in paragraph 5 below, the defendant shall pay to the plaintiff two hundred and twenty-five thousand dollars (\$225,000.00).

5. By May 6, 1982, the defendant shall convey to 167 Massachusetts Avenue Associates (the "grantee") good and clear record and marketable fee simple title to 167 Massachusetts Avenue, Boston, Massachusetts, subject to no liens or encumbrances, and free of encroachments from or on the property, except the terms and conditions of a Land Disposition Agreement in form and substance acceptable to both the defendant and the plaintiff, requiring the grantee to complete the work set forth on Exhibit "A" attached hereto within two years after the date of conveyance (subject to extension by reason of inability to obtain permits or other causes not within the control of the grantee, all as to be set forth in the said Land Disposition Agreement). The grantee has been finally designated on April 8, 1982 by the defendant as the redeveloper of 167 Massachusetts Avenue. The defendant warrants that such designation was in accordance with applicable municipal, state and federal law and with the rules and regulations of the defendant. The defendant represents and warrants that 167 Massachusetts Avenue conforms with all applicable zoning laws, and except as noted in the property profile prepared by the defendant, a copy of which is attached as Exhibit "B", with the State Building Code and applicable subsidiary codes, rules and regulations. The plaintiff and defendant acknowledge the present tenancies at 167 Massachusetts Avenue of the tenants listed in Exhibit "C" attached to this

STIPULATION AND AGREEMENT. Upon conveyance of 167 Massachusetts Avenue, the grantee shall make a bona fide written offer to each of the tenants listed in Exhibit "C" to continue their present tenancies for office and retail use, subject to applicable laws, under the terms of a written lease on commercially reasonable terms and conditions for a term of one year at their current rental rate in their current locations. The grantee shall use its best efforts to prevent any interruption of services to the tenants listed on Exhibit "C" during the rehabilitation of the premises at 167 Massachusetts Avenue. It is acknowledged that the defendant is not by this STIPULATION AND AGREEMENT causing displacement of any current tenant listed on Exhibit "C" from premises at 167 Massachusetts Avenue and that the defendant intends not to cause any such displacement in the future. The defendant warrants that by May 6, 1982 there shall be no tenants or persons in possession of any portion of 167 Massachusetts Avenue, except those tenants listed on Exhibit "C". The plaintiff, the grantee and the defendant represent and warrant that they have dealt with no broker in connection with this transaction. Acceptance by the grantee of a deed from the defendant shall be conclusive satisfaction of all obligations of the defendant under this paragraph 5, except that contained in the immediately preceding sentence.

6. The Land Disposition Agreement will provide that the defendant shall use every reasonable effort to assist the grantee to obtain from the City of Boston, state and federal agencies any and all necessary approvals for the redevelopment of 167 Massachusetts Avenue.

7. Upon the fulfillment of the stipulations set forth above in paragraph 5, supra and subject to paragraph 8, infra, the plaintiff shall dismiss his action against the defendant, with prejudice but without costs, and shall waive any and all rights of appeal with respect to this action. The plaintiff and the defendant further agree to exchange general releases in mutually acceptable form at that time.

8. In the event that the stipulations set forth above in paragraph 5 are not performed by the defendant, then the plaintiff may either (i) extend the time period in which the defendant must fulfill its obligations to the plaintiff and/or the grantee under paragraph 5 above; or (ii) declare this STIPULATION AND AGREEMENT null and void. In the event that the plaintiff elects to treat this STIPULATION AND AGREEMENT null and void as provided for above, then: (i) plaintiff shall have the right to maintain this action and the defendant to defend it as if it had never been dismissed; (ii) neither this agreement nor any matter related to

it or to attempts to settle this matter shall be admissible into evidence at time of trial.

9. In the event of a conflict between the terms of this STIPULATION AND AGREEMENT and the Land Disposition Agreement with respect to 167 Massachusetts Avenue, the terms of this STIPULATION AND AGREEMENT shall control until the conveyance provided for in paragraph 5 is completed; thereafter, the terms of the Land Disposition Agreement shall control.

ARNOLD Z. MASON

BOSTON REDEVELOPMENT AUTHORITY

Date: _____

Title: _____ Director _____

Date: _____

PROPERTY PROFILE
FENWAY RENEWAL AREA

Exhibit "A"

PARCEL: 12 REUSE PARCEL:

ADDRESS: 169 Massachusetts Avenue

TYPE OF CONSTRUCTION / STORIES: Type 2, Three Stories

OWNER: Boston Redevelopment Authority

EXISTING OCCUPANCY: Stores, Offices, Dance Studio

LEGAL OCCUPANCY: Unknown

PROPOSED OCCUPANCY: Unknown

ESTIMATED REHAB COST: \$19,300.00

REHABILITATION SPECIALIST R. McGilvray/ H. Marlowe DATE: June 23, 1981

The necessary rehabilitation to meet the renewal plan, development plan or local rehabilitation standards consists of the following:

EXTERIOR:

COST ESTIMATE

- | | |
|---|------------|
| 1. Install a new tar & gravel roof on main roof & ell roof. Include new cap flashings & cleats. | \$ 7,500.- |
| 2. Repair & paint skylights. | 1,500.- |
| 3. Repair stone & brick masonry parapet at front wall, & point parapet complete. | 2,000.- |
| 4. Repair concrete lintel at rear wall by patching the fire proof covering over the steel. | 2,000.- |
| 5. Repair the fractured masonry panel wall at rear loading dock. | 750.- |

INTERIOR:

- | | |
|--|-------|
| 1. Repair fractured 8" x 8" x 16" concrete block wall at rear basement entrance hallway. | 500.- |
| 2. Replace 6 wood stair treads on rear stairs first floor to third floor & install 12 l.f. handrail. | 200.- |
| 3. Patch plaster in rear hall ceilings & walls. Approx. 200 s.f. | 200.- |
| 4. Brace & secure stairs to roof penthouse from top floor. | 100.- |
| 5. Remove all rubbish & debris from roof & rear hall stairs. Leave all work areas broom clean upon completion of work. Remove all surplus plaster traces from surrounding areas of patched plaster including stairs. | 100.- |

Sub Total	\$ 14,850.-
Overhead, Profit, Taxes, etc.	4,450.-
Total Estimated Rehab Cost	\$ 19,300.-

Proposed Rehabilitation of 167-9 Massachusetts Avenue

<u>Work</u>	<u>Estimated Cost</u>
1. Install a new tar and gravel roof on main roof and ell roof. Include new cap flashings and cleats.	\$10,000.00
2. Repair and paint skylights.	1,500.00
3. Repair stone and brick masonry parapet at front wall, and point parapet complete.	2,000.00
4. Repair concrete lintel at rear wall by patching the fire proof covering over the steel.	2,000.00
5. Repair the fractured masonry panel wall at rear loading dock.	750.00
6. Repair fractured 8" x 8" x 16" concrete lock wall at rear basement entrance hallway.	500.00
7. Replace 6 wood stair treads on rear stairs first floor to third floor and install 12 l.f. handrail.	200.00
8. Patch plaster in rear hall ceilings and walls. Approximately 200 s.f.	200.00
9. Brace and secure stairs to roof penthouse from top floor.	100.00
10. Remove all rubbish and debris from roof and rear hall stairs. Leave all work areas broom clean upon completion of work. Remove all surplus plaster traces from surrounding areas of patched plaster including stairs.	100.00
11. Construct new ground floor aluminum store front with signage band in compliance with Boston Sign Code and opaque panels above signage band, all coordinated with 161-165 Massachusetts Avenue. Construct new brick or stucco columns. General appearance to be as shown on Plan "161 Massachusetts Avenue, Proposed Elevation 11-18-81" submitted herewith, subject to possible changes in entrances.	25,000.00
TOTAL	<u>\$41,850.00</u>

147 Massachusetts Avenue
 Boston, Massachusetts 02115
 Telephone: 617-552-1111

August 17, 1977

Mr. Robert J. Ryan
 Director
 Federal Bureau of Investigation
 Federal Office Building
 Boston, Massachusetts 02101

	<u>Tenant</u>	<u>Monthly Rental</u>
1.	Allen Stationery	\$420/month
2.	Danny Colucci	\$480/month
3.	McLarty's Photo	\$60/month

167 Massachusetts Avenue Associates
c/o Arnold Z. Mason
161 Massachusetts Avenue
Boston, Massachusetts

August 19, 1981

Mr. Robert J. Ryan
Director
Boston Redevelopment Authority
Boston City Hall
Boston, Massachusetts 02201

Re: Rehabilitation of 167 Massachusetts Avenue,
Boston, Massachusetts

Dear Mr. Ryan:

This letter expresses our intent to rehabilitate the premises at 167 Massachusetts Avenue, Boston, Massachusetts (the "Premises") in accordance with controls established by the Boston Redevelopment Authority (the "BRA"). It is understood that we will not become legally obligated to proceed with such rehabilitation, however, unless and until a Land Disposition Agreement is executed by us and by the BRA.

The developer will be 167 Massachusetts Avenue Associates, a Massachusetts limited partnership to be formed for this purpose (the "Developer"), of which the sole general partner will be Arnold Z. Mason, with an office address at 161 Massachusetts Avenue, Boston, Massachusetts. Mr. Mason and his wife, Ruth C. Mason, will be the sole limited partners. Mr. Mason's bank references are: State Street Bank & Trust Company, Robert Frazier, Vice President; Framingham Trust Company, Gilbert Hawkins, Executive Vice President; and Winchester Trust Company, Robert Zirkel, President.

Mr. Mason intends to make a contribution to the capital of the Developer, at the time of conveyance of the Premises from the BRA to the Developer, of an amount equal to the purchase price of the Premises plus from \$25,000 to \$75,000 or more, depending on the precise work which is undertaken. The rehabilitation will be financed entirely by capital contributed by Mr. Mason from his own funds. An outline of the proposed rehabilitation and estimated costs is attached as Exhibit A.

The Developer has not yet determined the architect who will design the work or the contractor which will perform the work. Depending on the scope of work which is required, the Developer may have the capability to design and/or perform the work with its own personnel. Mr. Mason, the Developer's general partner, has thirty years experience in the ownership, management and rehabilitation of commercial and residential real estate in the Boston area. Among his recent projects have been the rehabilitation of the following buildings:

39 Apartments 4812 Elko Street Brighton, MA	CURRENT
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18 Apartments, 5 story elevator building 309-311 Emerson Street South Boston, MA	CURRENT
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45 Apartments, 5 story elevator building 660 Huntington Avenue Boston, MA	1980
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54-56-58 Kirkland Street Cambridge, MA	1979
---	------

Mr. Robert J. Ryan
Page 3

A completed Public Disclosure Form HUD-6004
is enclosed.

Your speedy consideration of this submission will
be appreciated.

Very truly yours,
167 Massachusetts Avenue Associates

By: x Arnold Z. Mason
Arnold Z. Mason,
General Partner

EXHIBIT A

Proposed Rehabilitation of 167-9 Massachusetts Avenue

<u>Work</u>	<u>Estimated Cost</u>
1. Install a new tar and gravel roof on main roof and ell roof. Include new cap flashings and cleats.	\$10,000.00
2. Repair and paint skylights.	1,500.00
3. Repair stone and brick masonry parapet at front wall, and point parapet complete.	2,000.00
4. Repair concrete lintel at rear wall by patching the fire proof covering over the steel.	2,000.00
5. Repair the fractured masonry panel wall at rear loading dock.	750.00
6. Repair fractured 8" x 8" x 16" concrete lock wall at rear basement entrance hallway.	500.00
7. Replace 6 wood stair treads on rear stairs first floor to third floor and install 12 l.f. handrail.	200.00
8. Patch plaster in rear hall ceilings and walls. Approximately 200 s.f.	200.00
9. Brace and secure stairs to roof penthouse from top floor.	100.00
10. Remove all rubbish and debris from roof and rear hall stairs. Leave all work areas broom clean upon completion of work. Remove all surplus plaster traces from surrounding areas of patched plaster including stairs.	100.00
Sub Total	\$17,350.00
Overhead, Profit, Taxes, etc.	5,783.00
Total Estimated Rehab Cost	<u>\$23,133.00</u>

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: 167 Massachusetts Avenue Associates
(to be formed)
- b. Address and ZIP Code of Redeveloper: c/o Arnold Z. Mason, 161 Massachusetts Avenue, Boston, Massachusetts 02115
- c. IRS Number of Redeveloper:
(to be supplied after formation)
- 2 The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

The Boston Redevelopment Authority
(Name of Local Public Agency)

in Fenway
(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, State of Massachusetts,
is described as follows² 167 Massachusetts Avenue

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of Massachusetts:

- ☐ A corporation.
- ☐ A nonprofit or charitable institution or corporation.
limited
- ☒ A partnership known as 167 Massachusetts Avenue Associates
- ☐ A business association or a joint venture known as
- ☐ A Federal, State, or local government or instrumentality thereof.
- ☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:
(to be formed)
5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows:

¹If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

²Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODE

POSITION TITLE (if any) AND PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

Arnold Z. Mason
161 Massachusetts Avenue
Boston, Massachusetts 02115

Sole general and limited partner

Ruth C. Mason
161 Massachusetts Avenue
Boston, Massachusetts 02115

limited partner

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper):

NAME, ADDRESS, AND ZIP CODE

DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

Not Applicable

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

Not Applicable

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION Not Applicable

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. \$
- b. Cost per dwelling unit of any residential redevelopment. \$
- c. Total cost of any residential rehabilitation \$
- d. Cost per dwelling unit of any residential rehabilitation \$

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

<u>TYPE AND SIZE OF DWELLING UNIT</u>	<u>ESTIMATED AVERAGE</u>	<u>ESTIMATED AVERAGE</u>
	<u>MONTHLY RENTAL</u>	<u>SALE PRICE</u>
	\$	\$

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

CERTIFICATION

I ~~(XX)~~ (XX) Arnold Z. Mason

certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my ~~(XX)~~ knowledge and belief.²

Dated: _____

Dated: August 19, 1981

Signature

X Arnold Z. Mason
Signature

Title

General Partner
Title

Address and ZIP Code

161 Massachusetts Avenue
Boston, Massachusetts 02115
Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.
² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

(For Confidential Official Use of the Local Public Agency and the Department of Housing and Urban Development. Do Not Transmit to HUD Unless Requested or Item 8b is Answered "Yes.")

1. a. Name of Redeveloper: 167 Massachusetts Avenue Associates
(to be formed)
- b. Address and ZIP Code of Redeveloper: c/o Arnold Z. Mason, 161 Massachusetts Avenue, Boston, Massachusetts 02115
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

The Boston Redevelopment Authority

(Name of Local Public Agency)

in Fenway

(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, State of Massachusetts

is described as follows:

167 Massachusetts Avenue

3. Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? ☐ YES ☒ NO
If Yes, list each such corporation or firm by name and address, specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and such other corporation or firm.

4. a. The financial condition of the Redeveloper, as of _____, 19____, is as reflected in the attached financial statement.

(NOTE: Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)

Redeveloper is to be formed. See #5 below.

- b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based: E. Richard Rutfield, 15 Court Square, Boston, Massachusetts, will be the Redeveloper's accountant.

5. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land: Upon taking title to the property, Redeveloper will be capitalized with an amount equal to the purchase price plus \$25,000 to \$75,000 or more. Redeveloper will have no liabilities at that time except fees for professional services and other expenses of this project.

6. Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed undertaking:
Expected contribution of capital. See 15 above.

a. In banks:

NAME, ADDRESS, AND ZIP CODE OF BANK

AMOUNT

\$

b. By loans from affiliated or associated corporations or firms:

NAME, ADDRESS, AND ZIP CODE OF SOURCE

AMOUNT

\$

c. By sale of readily salable assets:

DESCRIPTION

MARKET VALUE

\$

MORTGAGES OR LIENS

\$

7. Names and addresses of bank references: State Street Bank & Trust Company, Robert Frazier, Vice President; Framingham Trust Company, Gilbert Hawkins, Executive Vice President; Winchester Trust Company, Robert Zirkel, President.

8. a. Has the Redeveloper or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Redeveloper or said parent corporation, or any of the Redeveloper's officers or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the Redeveloper's Statement for Public Disclosure and referred to herein as "principals of the Redeveloper") been adjudged bankrupt, either voluntary or involuntary, within the past 10 years? ☐ YES ☒ NO

If Yes, give date, place, and under what name.

- b. Has the Redeveloper or anyone referred to above as "principals of the Redeveloper" been indicted for or convicted of any felony within the past 10 years? ☐ YES ☒ NO

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

9. a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

Arnold Z. Mason, Redeveloper's general partner, has thirty years experience in the ownership, management and rehabilitation of commercial and residential property in the Boston area. Among his recent projects has been the rehabilitation of the following buildings:

39 Apartments
4812 Elko Street
Brighton, Massachusetts

CURRENT

18 Apartments, five-story
elevator building
309-311 Emerson Street
South Boston, Massachusetts

CURRENT

45 Apartments, five-story
elevator building
660 Huntington Avenue
Boston, Massachusetts

1980

54-56-58 Kirkland Street
Cambridge, Massachusetts

1979

- b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:

Not Applicable

10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper:

None

11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder:

- a. Name and address of such contractor or builder:

Arnold Z. Mason
161 Massachusetts Avenue
Boston, Massachusetts 02115
(Participation not decided)

- b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract?

☐ YES ☒ NO

If Yes, explain:

- c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ substantial.

General description of such work:

Repair, maintenance and rehabilitation of his own buildings.

- d. Construction contracts or developments now being performed by such contractor or builder:

IDENTIFICATION OF
CONTRACT OR DEVELOPMENT

LOCATION

AMOUNT
\$

DATE TO BE
COMPLETED

None

e. Outstanding construction-contract bids of such contractor or builder:

AWARDING AGENCY

AMOUNT
\$

DATE OPENED

None

12. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

See 19a above.

13. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

- b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

14. Statements and other evidence of the Redeveloper's qualifications and financial responsibility (other than the financial statement referred to in Item 4a) are attached hereto and hereby made a part hereof as follows:

None

CERTIFICATION

I (X) Arnold Z. Mason

certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.²

Dated: _____

Dated: August 19, 1981

Signature

Signature

General Partner

Title

Title

161 Massachusetts Avenue

Boston, Massachusetts 02115

Address and ZIP Code

Address and ZIP Code

- ¹ If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper..
- ² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department

EXECUTIVE SESSION

April 8, 1982

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: MASON VS. BRA: SETTLEMENT
REHABILITATION OF 161 AND 167 MASSACHUSETTS AVENUE
FENWAY URBAN RENEWAL AREA, MASS. R-115

It is requested that the Authority approve the settlement of Mason vs. BRA, a suit for eminent domain and other damages. Resolution of this lawsuit by settlement and the terms of the settlement itself have been determined by the General Counsel to be advantageous to the Authority, and therefore authorization for the Director to execute the attached "Stipulation and Agreement" for settlement is recommended.

The terms of the settlement include the obligation of Mr. Mason, upon designation as redeveloper of 167 Massachusetts Avenue, to rehabilitate that property along with his adjacent property at 161 Massachusetts Avenue. Mr. Mason's rehabilitation proposal for both buildings calls for interior and exterior repairs on both structures, including a new store front with signage band in compliance with the Boston Sign Code and other facade improvements. The proposed use of both buildings is retail on the ground floor and office on the upper floors. Rents will be consistent with the surrounding area at market prices, except at 167 Massachusetts Avenue where the present tenants will remain at their present rents.

Since August, Authority staff has worked closely with Mr. Mason in finalizing his rehabilitation plans, and conveyance of 167 Massachusetts Avenue is now scheduled for May 6, 1982. It is also recommended, therefore, that 167 Massachusetts Avenue Associates, Mr. Mason's development entity, be finally designated as redeveloper of 161 and 167 Massachusetts Avenue.

An appropriate Vote and Resolution follow:

VOTED: That the Director be and hereby is authorized to execute the attached "Stipulation and Agreement" between the Authority and Arnold Z. Mason.

